

United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Melvin Chappell, Jr.
Charlene D. Grace-Chappell
Debtors

Case No. 19-11245-mdc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: Randi
Form ID: pdf900

Page 1 of 1
Total Noticed: 4

Date Rcvd: Sep 24, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 26, 2020.

db	Melvin Chappell, Jr.,	5014R Leiper Street,	Philadelphia, PA 19124
db	+Melvin Chappell, Jr.,	5011 Saul Street,	Philadelphia, PA 19124-2635
jdb	+Charlene D. Grace-Chappell,	5011 Saul Street,	Philadelphia, PA 19124-2635
jdb	Charlene D. Grace-Chappell,	5014R Leiper Street,	Philadelphia, PA 19124

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 26, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 24, 2020 at the address(es) listed below:

JASON BRETT SCHWARTZ	on behalf of Creditor	Capital One Auto Finance
jschwartz@mesterschwartz.com		
KEVIN G. MCDONALD	on behalf of Creditor	Nationstar Mortgage LLC D/B/A Mr. Cooper
bkgroup@kmlawgroup.com		
KEVIN S. FRANKEL	on behalf of Creditor	Nationstar Mortgage LLC d/b/a Mr. Cooper
pa-bk@logs.com		
KRISTEN D. LITTLE	on behalf of Creditor	Nationstar Mortgage LLC d/b/a Mr. Cooper
pabk@logs.com, klittle@logs.com		
MEGAN N. HARPER	on behalf of Creditor	CITY OF PHILADELPHIA
megan.harper@phila.gov, karenablaylock@phila.gov		
PEARL PHAM	on behalf of Creditor	Philadelphia Gas Works
pearl.pham@pgworks.com		
REBECCA ANN SOLARZ	on behalf of Creditor	Nationstar Mortgage LLC d/b/a Mr. Cooper
bkgroup@kmlawgroup.com		
REBECCA ANN SOLARZ	on behalf of Creditor	Nationstar Mortgage LLC D/B/A Mr. Cooper
bkgroup@kmlawgroup.com		
ROGER V. ASHODIAN	on behalf of Debtor Melvin Chappell, Jr.	ecf@schollashodian.com
ROGER V. ASHODIAN	on behalf of Joint Debtor Charlene D. Grace-Chappell	ecf@schollashodian.com
United States Trustee		USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq.		ecfemails@ph13trustee.com, philaecf@gmail.com
WILLIAM EDWARD CRAIG	on behalf of Creditor	American Credit Acceptance
ecfmail@mortoncraig.com, mhazlett@mortoncraig.com; mortoncraige@ecf@gmail.com		

TOTAL: 13

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:

MELVIN CHAPPELL, JR., and : **CHAPTER 13**
CHARLENE D. GRACE-CHAPPELL, :
 :
 :
Debtors. : **BANKRUPTCY NO. 19-11245-mdc**

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is **\$12,004.33**, which breaks down as follows:

Post-Petition Payments:	October 2019 to February 2020 at \$911.72/month March 2020 to September 2020 at \$916.39/month
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$12,004.33

2. The Debtors shall cure said arrearages in the following manner:
- Within seven (7) days of the filing of this Stipulation, Debtors shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$12,004.33**;
 - Movant shall file a Supplemental Proof of Claim to include the post-petition arrears of **\$12,004.33** along with the pre-petition arrears;
 - The new 410A form for a Proof of Claim shall not be required for this Supplemental Proof of Claim.

3. In the event that Debtors apply and Movant, or any successor in interest, shall approve a loan modification application submitted by the Debtors, and the parties enter into a loan modification agreement that provides for capitalization of arrears provided for in this

Stipulation and/or any other Proof of Claim filed by Movant in this case, Debtors may further amend their Chapter 13 Plan to deduct any such capitalized amounts from the amounts provided in Part 4(b) of the Debtors' Chapter 13 Plan, as amended in accordance with this Stipulation.

4. Beginning with the payment due October 1, 2020 and continuing thereafter, Debtors shall pay to Movant the present regular monthly mortgage payment of \$916.39 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

5. Should Debtors provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

6. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

7. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

9. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts incurred after the date of Court approval of this

Stipulation that are not included in this Stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

KML LAW GROUP, P.C., by:

Date: August 26, 2020

/s/ Rebecca A. Solarz

Rebecca A. Solarz

Attorney ID #315936

701 Market Street, Suite 5000

Philadelphia, PA 19106-1532

(215) 627-1322

Attorney for Movant - Nationstar Mortgage, LLC

REGIONAL BANKRUPTCY CENTER OF
SOUTHEASTERN PA, P.C., by:

Date: September 10, 2020



Roger V. Ashodian

Attorney ID #42586

101 West Chester Pike, Suite 1A

Havertown, PA 19083

(610) 446-6800

Attorney for Debtors

No objection: Without Prejudice to Any Trustee Rights or Remedies
William C. Miller, Chapter 13 Standing Trustee, by:

Date: September 22, 2020

/s/ LeeAne O. Huggins

LeeAne O. Huggins, Staff Attorney

Attorney ID #85144

1234 Market Street – Suite 1813

P.O. Box 1229

Philadelphia, PA 19105

(215) 627-1377

ORDER

Approved by the Court this 23rd day of September, 2020. However,
the Court retains discretion regarding entry of any further order.

BY THE COURT:

A handwritten signature in cursive script, reading "Magdeline D. Coleman", written in black ink.

MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE